

AGREEMENT

Effective July 1, 2019 to June 30, 2023

between the

GREENWICH BOARD OF EDUCATION

and

CONNECTICUT LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES LOCAL, 136, OF LABORERS
INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

representing the

PROFESSIONAL ASSISTANTS

AND

SECURITY PERSONNEL

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1. RECOGNITION

- A. In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative for the employees in the classifications specified in Appendix I (professional assistants and security personnel, to include the Senior Security Guard).
- B. This Agreement shall only apply to the following categories of employees:
 - (i) full-time employees who are employed to work the standard work week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
 - (ii) regular, part-time employees who are employed to work less than the standard work week, but at least twenty (20) hours per week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
 - (iii) temporary employees are those employees who are to work less than ninety (90) days in the employment year.
- C. Any employee who was a full-time employee or a regular part-time employee, but who, during the life of this Agreement, has her hours reduced to less than twenty (20) hours per week shall not be covered by this Agreement.
- D. Each person hired as a full-time employee shall have a probationary period of six (6) months and each person hired as a regular part-time employee shall have a probationary period of one (1) school year. During an employee's probationary period, she shall receive the benefits to which she is entitled under this Agreement, but during the probationary period, the Board may terminate her employment with or without cause.
- E. All regular, part-time employees employed in a title specified in Appendix I shall receive only such benefits of this Agreement as are specifically designated as payable to them.

2. NON-DISCRIMINATION

The use of the feminine or masculine gender in this Agreement shall be construed as including both genders and not a sex limitation unless the Agreement clearly requires a different construction.

Neither the Board nor the Union shall discriminate against any employee because of membership or non-membership in the Union, or against any member or officer because of participation in legitimate activities of the Union, or against any employee because of such employee's race, color, religion, sex, sexual orientation national origin, age, disability (including pregnancy), marital status, genetic information, gender identity or expression, veteran status/military service or any other basis prohibited by law, provided that this provision shall not prohibit different treatment of employees based on legitimate factors requiring different treatment. This provision shall be subject to the grievance procedure through the Board of Education level, and shall not be subject to arbitration.

3. MANAGEMENT RIGHTS

In all matters which are not covered under this Agreement, the Board shall have the right to manage in such manner as it shall determine.

4. DEFINITIONS

- A. The "Union" in this Agreement shall mean the Executive Committee of the Union acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.
- B. The "Board" in this Agreement shall mean the Greenwich Board of Education acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.

5. NOTICES

- A. The Union shall have the right, to be reasonably exercised, to post notices and other communications on a bulletin board provided by the Board at each school provided that the Union shall provide a courtesy copy to the Principal.
- B. The Union will be supplied with the names and addresses of new hires in unit positions within fifteen (15) working days of such appointment. The Board of Education shall email the Union Business Manager and the Secretary/Treasurer the Friday prior to orientation for all full-time and part-time represented employees so that the Union can meet with those members to discuss their rights/obligations under the collective bargaining agreement. The Union will be provided an opportunity, not to exceed approximately thirty (30) minutes, to speak to new hires during orientation. For hires after

the start of the year, designated union representatives will be provided a reasonable opportunity to meet for approximately ten (10) minutes with the new hires concerning membership within the working day but not during a time when the new hire is scheduled to be with a child or children.

- C. Employees shall have the right to review any material in their personnel files promptly after making an appointment for such review. Employees shall be notified when disciplinary documents are placed in their files. 'CC: Personnel file' on such a document shall be appropriate notification.
- D. The Board of Education shall provide to the Union Business Manager and Secretary/Treasurer a copy of the bargaining unit's seniority list twice per school year. These shall be provided once by September 30th, and once by January 31st.

6. COPY OF AGREEMENT

This agreement shall be made available electronically. Upon request to the Human Resources department, the Board shall give an employee in the bargaining unit a copy of this agreement. Each new employee, when hired, shall be given a copy of this Agreement.

7. WAGES

- A. Employees shall be paid on a bi-weekly basis pursuant to the salary schedule specified in Appendix I.
- B. The Board shall place each employee upon the step and at the rate appropriate to that employee's qualifications. Qualifications shall be determined by the needs of the students.
- C. Regular, part-time employees shall be paid hourly.
- D. For all hours worked in excess of an employee's regular work week, up to forty (40) hours, the employee shall be paid at the employee's contracted hourly rate and for all hours worked in excess of forty (40) hours, the employee shall be paid at one and one-half (1 1/2) times the employee's contracted hourly rate.
- E. Employees being paid by direct deposit as of December 1, 2016, and employees hired on or after December 2, 2016, shall have their wage payments made through direct deposit. An employee grandfathered from mandatory direct deposit and who thereafter enrolls in direct deposit shall be subject to mandatory direct deposit.

8. EMPLOYMENT YEAR

- A. The Union recognizes that the employment year is not a mandatory subject of negotiation but can be determined by the Board unilaterally. The Board has determined that the base employment year shall be 184 days for employees not required either by this Agreement or by individual agreement pursuant to Paragraph B of this Section to work additional or fewer days. At the election of the Board, for employees new to the job each year, the work year shall be two additional days beyond the work year described above. In the event that the Board shall adopt a student calendar in any year during the duration of this Agreement providing for other than one hundred eighty-two (182) days, the Board may adjust the base employment work year accordingly at the employee's per diem rate.
- B. For each employee, days may be added or subtracted from the established employment year by mutual agreement between the Superintendent and the individual at the employees' per diem rate after consultation by the Superintendent or his/her designee with the individual.
- C. Deductions for leave of absence without pay shall be computed by means of a fraction, the numerator of which is one (1) and the denominator of which is the number of days in the employment year of the particular employee (e. g. 1/184 of the annual contract salary per day of absence for employees on an employment year of one hundred eighty-four (184) days).
- D. For the position of Senior Security Guard the base employment year will be 188 days, subject to the provisions of the paragraphs above.

9. HOURS OF WORK

- A. During the employment year, the standard work week for professional assistants shall be thirty-five (35) hours and for security personnel shall be forty (40) hours and the standard work day for professional assistants shall be seven (7) hours and for security personnel shall be eight (8) hours with the commencement of the day and with a thirty (30) minute unpaid lunch break within the standard work day for each employee being specified by the Board. All employees will be entitled to one (1) fifteen (15) minute paid break per day, to be scheduled by the appropriate supervisor.
- B. The particular work week and work day for each employee (which may not be the standard work week and day) shall be as specified by the Board in its annual notice of appointment sent to the employee. The work week and day may be changed, from time to time, to meet the needs of the Board.

- C. Employees shall attend meetings after the regularly scheduled work day as designated by their immediate supervisor. Attendance at such meetings shall be compensated in accordance with Article 5(D).
- D. Upon reasonable notice, each full-time and part-time employee shall devote any additional time needed to meet the employee's professional work load, to activities beneficial to the Greenwich School System as assigned by the Board. Employees will receive compensation for such additional time in accordance with Article 5(D).
- E. In the event members of the bargaining unit are required to work during their unpaid lunch break, the employee shall submit the additional time worked to his /her supervisor and shall be paid at the hourly rate for such time. Payment shall be paid only with the prior approval of the supervisor, or at the direction of an administrator (except in cases of emergency). The supervisor may adjust the meal period to a time later during the normal work day, as long as it is within the cafeteria serving hours.
- F. Security Personnel will be paid at the appropriate hourly rate for any hours in addition to their regularly scheduled work week for hours worked in their security personnel capacity.
- G. Overtime shall only be worked when the overtime is performed at the direction of the employee's supervisor.
- H. Employees called out to work overtime shall be guaranteed a minimum of three (3) hours at the overtime rate. The three (3) hour minimum shall not apply if:
 - 1) The overtime rate is contiguous to the end of the workday, or:
 - 2) The overtime is contiguous to the start of the workday and was scheduled in advance with a minimum notice of forty-eight (48) hours from the start of the shift.

10. INSURANCE

- A. Connecticut State Partnership Plan
 - 1) Each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary

eligibility and changes, and other administration provisions shall be as established by the SPP. Promptly upon ratification of this Agreement, the Board shall make application to the State to admit this bargaining unit to the SPP. Should the Board's application be rejected and reconsideration be denied, this paragraph B and the parties shall enter into negotiations as provided below in paragraph 8.

- 2) The premium or premium equivalent rates shall be set by the SPP.

- 3) The percentage share of such premium cost shall be as follows:

Effective October 1, 2019 – Eighty-nine percent (89%) for the Board and eleven percent (11%) for the employee.

Effective July 1, 2020 – Eighty-eight percent (88%) for the Board and twelve percent (12%) for the employee.

Effective July 1, 2021 – Eighty-Seven and one half percent (87.5%) for the Board and twelve and one half percent (12.5%) for the employee.

Effective July 1, 2022 – Eighty-seven percent (87%) for the Board and thirteen percent (13%) for the employee.

The employee's annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

- 4) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.
- 5) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate in the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in HEP shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration.

Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SSP.

- 6) In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the sole issues of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - i) A material change in plan design (for example conversion in the benefit plan from a co-pay plan to a high deductible plan, or elimination of the SPP HEP program) or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute;
 - ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has direct impact on the cost incurred by the Board on providing medical insurance pursuant to this Agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
 - iv) If during the month of September, the Board, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Board's HSA contributions) that was in effect June 30, 2017, would be lower than the current SPP premiums.
- 7) In the event the Board and/or the Union at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline

for such negotiations shall be the medical benefits as set forth in section A of this Article as set forth in the 2016-2019 collective bargaining agreement.

- B. The Town shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time employee in a face amount of twenty-five thousand dollars (\$25,000). Effective forty-five (45) days from the date of the interest arbitration award in SBMA Case No. 2017-MBA-172, in lieu of the foregoing, the Board shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time employee in an amount equal to the annual salary set forth in Appendix I rounded to the nearest one-thousand dollars (\$1,000).

- C. A regular full-time employee may elect to be enrolled in the Board's dental plan.

The employee shall pay ten percent (10%) of the premium costs or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). The dental plan shall have benefits equal to or better than the dental benefits provided under the 2003-2007 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%).

- D. During the annual open enrollment period each employee shall select whether to waive health insurance benefits or change the health insurance plan in which to participate. Changes during the year will be permitted only if a "Qualified Life Event" occurs as enumerated in IRC Section 125. Changes then requested must be on account of and consistent with one of the Qualified Life Events. Qualified Life Events are defined as follows:

1. The employee's marriage or divorce.
2. The death of the employee's spouse or dependent.
3. The birth or adoption of a child of the employee.
4. Termination of employment or commencement of employment of the employee's spouse.
5. The employee or spouse switches from full-time to part-time or part-time to full-time employment.

6. The taking of an unpaid leave of absence by the employee or spouse.
 7. Separation from service.
 8. A significant change in the health coverage of the employee or spouse due to the spouse's employment.
- E. A bargaining unit employee shall be eligible to participate in the medical, child care and transportation provisions of the Board's Flexible Spending Account Plan in accordance with the terms of that Plan. Any unspent balance of FSA contributions from the prior plan year shall be credited to all Board participants who maintain active FSA accounts on a per capita basis.
 - F. The premium equivalent rates shall be computed annually in accordance with generally accepted underwriting methodologies. The rates shall be set by a qualified third party (e.g., plan administrator or insurance consultant) designated and the underlying data.
 - G. In lieu of purchasing a policy or policies of insurance, the Board may act as a self-insurer.
 - H. The Board may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Board desires to do so, the Board shall give the Union no less than sixty (60) day notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Union may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.
 - I. The regular full-time employee contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered regular full-time employee based on individual, couple or family premiums as appropriate.
 - J. Insurance benefits shall not be provided for an employee who works less than the standard workweek.
 - K. The definition of a dependent for all health care plans shall be as provided by applicable state or federal statute or regulation.

- L. The Town shall provide Long Term Disability coverage to replace income lost due to total disability for each eligible employee in accordance with the plan document.

Monthly Income Benefit	66.67% of Pre-disability Earnings
Maximum Benefit	\$3,000/month
Elimination Period	90 Days

11. RETIREMENT

- A. For employees hired prior to November 1, 2008, the following shall apply:

- 1) Commencing July 1, 1990, the Retirement System of the Town of Greenwich as presently in effect for general employees, as amended to date, as on file in the Retirement Office, shall be in effect for all eligible employees during the term of this Agreement except that it shall be further amended to provide for vesting after five (5) years and for the substitution of a rule of 80 for the rule of 85, for employees covered under this Agreement, in Section 179(b). (see para 10).
- 2) The Town shall provide on-line access for employees to obtain basic retirement information including estimated retirement benefits. An employee who does not have on-line access may obtain basic retirement information including estimated retirement benefits from the Town's Retirement Office.
- 3) The retirement allowance of an employee who retires shall be determined by the use of final compensation, including deferred income. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, of a member during the one (1) year of credible service with the Board, for which such compensation was the highest.
- 4) The Town will grant a survivor benefit for vested (five years of creditable service) employees who die prior to qualifying for a service or disability retirement. Their designated beneficiary shall be eligible to receive a one hundred percent (100%) Joint and Survivor benefit as if the employee had retired on the date of death.
- 5) Effective July 1, 1990, all employees covered by this Agreement, shall have their rate of benefit in the Retirement System of the Town of Greenwich as defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) be 2% per year (1/50).

- 6) Each full-time employee who under, this Section 9, was covered by the Retirement System of the Town of Greenwich on July 1, 1990 shall receive credit for all past years of continuous service as a regular employee with the Board. Such continuous service shall be measured from the date of first hiring as a regular employee.
- 7) Each full-time employee shall receive one (1) year of credible service for each complete school year worked. An employee who works less than a full school year shall receive pro-rated credible service based on time actually worked.
- 8) The pension plan shall provide for vesting after five (5) years of credited service with the commencement of benefits deferred to the minimum eligibility requirement for the receipt of a pension for the covered employee. The amount of such deferred pension shall be based on the benefits in effect at the time the vested member terminates his/her employment. An employee who ceases employment with the Board/Town and is vested in the pension plan may withdraw his/her contributions and such withdrawal shall not in any way effect the employee's vested rights under the plan.
- 9) The non-mandatory contribution rate for all employees shall be five percent (5%) of pensionable earnings deducted from the employee's bi-weekly paycheck on a pre-tax basis.
- 10) A retiring employee who elects Option 1, Straight Life Annuity with Cash Refund, shall not be required to reduce his/her pension benefit to ensure that his/her beneficiary receives the unamortized balance of his/her contributions, with interest, in the event of his/her death after retirement. All other options shall include a reduction from Option 1 and no balances shall be returned under these options.
- 11) Each employee with an honorable discharge from prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution for each year of military service for which the member wishes to buy credit shall be the product of the employee's existing rate of contribution as defined in paragraph 5 of this Article and the pensionable earnings received by the member over the twenty-six consecutive bi-weekly payroll periods immediately prior to the application for military buyback being submitted to the Retirement Board for approval. In no event may an employee buy credit for more than four years of service. The creditable service purchased pursuant to this paragraph shall not be applied to the five year (5) vesting requirement set forth in

paragraphs 1 and 8 of this Article or to meet the minimum service requirement.

- 12) Effective July 1 of each year, retirees age 62 and older, who retired prior to July 1 of the previous calendar year, shall be eligible for a cost of living adjustment (COLA) in their retirement allowance. Subject to the conditions set forth below, the COLA shall be 100% of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the New York-Newark-Jersey City, NY NJ PA (CWURS12ASA0), not to exceed 3%, measured from May as reported in June of the previous calendar year through May as reported in June of the current calendar year. In no event shall a retiree's annual retirement allowance exceed 150% of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due. This paragraph "12" shall be applicable to employees who retired on or after July 1, 2009.

B. For employees hired on or after November 1, 2008, the following shall apply:

- 1) Effective Date. Employees hired in the bargaining unit on or after November 1, 2008, shall be ineligible for Retirement System membership. The retirement provisions of Article 14 of the Town Charter and Section A of this Article shall not be applicable to such employees.
- 2) Mandatory Participation. A regular full-time employee covered by this Agreement who is not eligible, pursuant to the terms of Section A of this Article and B-1 above, for membership in the Retirement System shall be required to participate in the Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this Section, effective on date of employment.
- 3) Mandatory Contributions. Immediately upon commencing participation in the DC Plan, each participant shall contribute five percent (5%) of his or her base pay to the DC Plan, and the Town shall contribute an additional five percent (5%) of the participant's base pay to the DC Plan.
- 4) Vesting. Each participant is always 100% vested in his or her employee contributions deposited in the employee's account. Employer (Town) contributions shall be vested pursuant to the following schedule: 20% upon completion of 12 months of active full-time employment; 40% upon completion of 24 months of active full-time employment; 60% upon completion of 36 months of active full-time employment; 80% upon completion of 48 months of active

full-time employment and 100% upon completion of sixty (60) months of active full-time employment.

- 5) Discretionary Employee Contributions. To the extent permitted by applicable law and regulations, each participant shall be permitted to contribute amounts (in addition to the mandatory 5% employee contribution described in (3) above) to the DC Plan, on a pre-tax and after-tax basis, subject to Internal Revenue Code limitations.
- 6) Other. The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall direct the investment of his or her own account to one or more of the investment alternatives available.

12. GRIEVANCE PROCEDURE

A. Definitions

- 1) A 'grievance' means a complaint filed by the Union on behalf of an employee or group of employees involving a matter relating to the interpretation and application of the terms and conditions of this Agreement. Evaluations shall not be grievable, provided that suspension or discharge decisions shall be grievable in accordance with Article 19.
- 2) The term "days," except where otherwise indicated, means working school days.

B. Purposes

- 1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
- 2) Nothing herein contained shall be construed as limiting the right of any employee having a potential grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Union or with both at any time. Such discussion may be initiated verbally or by a writing. If appropriate, any resolution may be put in writing with copies to all interested parties and the Superintendent and the Union. No written resolution shall be binding until approved by the Superintendent or his designee and the Union.

C. Structure

The Union shall be represented in the grievance procedure by its business manager or his designee. The Superintendent may act directly or may be represented by a designee and the Board may act directly or may be represented by a designated subcommittee.

D. Time Limits

- 1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 2) In order for a grievance to be the subject of arbitration, it must be filed at the initial step of the grievance procedure within ten (10) days after the grievant knew or reasonably should have known of the act or condition giving rise to the grievance. Failure to so file any grievance will result in such grievance being non-arbitrable.

E. Formal Procedure

1) Level One - School Principal

- a. The Union may submit a formal grievance in writing to the principal or appropriate director of an aggrieved employee.
- b. The principal or director shall meet with the aggrieved and his/her representatives to hear the grievance within ten (10) days of receipt of the written grievance. The principal or director shall within ten (10) days from the date of the meeting render his/her decision and the reasons for the decision in writing to the Union's representative and the Superintendent of Schools.
- c. This decision shall not be binding until approved by the Superintendent.

2) Level Two - Superintendent of Schools

- a. If the grievance is not resolved to the satisfaction of the Union at Level One, the Union may file the written grievance with the Superintendent within fifteen (15) days of the decision.

- b. The Superintendent of Schools or his/her designee shall meet with representatives of the Union to hear the grievance within fifteen (15) days of receipt of the grievance. The Superintendent of Schools shall issue a written decision within ten (10) days from the date of the meeting.

3) Level Three - Board of Education

- a. If the grievance is not resolved to the satisfaction of the Union at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the Union may file the grievance again with the Board within ten (10) days of the decision.
- b. The Board, or a sub-committee of the Board, shall meet with representatives of the Union to hear the grievance within fifteen (15) days of receipt of the grievance. The Board shall render its decision in writing within fifteen (15) days from the date of the meeting.

4) Level Four - Arbitration

- a. If the grievance is not resolved to the satisfaction of the Union at Level Three, the Union may take such further steps as are provided by law; provided, however, that if the grievance is based solely upon an alleged breach of this agreement, the Union may within-thirty (30) days of the date of the Board's decision submit the grievance to arbitration, with the American Arbitration Association in which case the parties shall proceed in accordance with the remaining subparagraphs of this Article as they are applicable.
- b. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement or to impose any obligation on the Board or the Union which is not specifically set forth in this Agreement. Awards may not be retroactive beyond ten (10) days prior to the date that the grievance was filed at Step 1.
- c. The arbitrator shall, as soon as possible, render her decision in writing to all parties in interest. The decision of the arbitrator shall be final and binding upon all parties in interest, but the decision shall not be binding or cited as controlling precedent with regard to any other dispute.

- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Each party shall bear the cost of its own representatives and witnesses.

13. HANDBOOK AND CLASSIFICATIONS

- A. The Professional Assistants and Security Personnel Handbook shall specify those matters not contained in this Agreement. There shall be no unilateral modification of any matter affecting wages, hours, or other conditions of employment of employees covered by this agreement. To the extent the provisions of the Handbook conflict with the language of the collective bargaining agreement, the collective bargaining agreement will be the controlling document.
- B. As required, the Professional Assistants and Security Personnel Handbook shall be updated.
- C. There shall be two classifications, professional assistants and security personnel. Within the classification of professional assistants, there shall be a stipend position, Educational Program Specialist. Appointments to these stipend positions shall be made as described below. Professional assistants so appointed shall work one additional day each year as scheduled by the Board to receive mandatory training on their responsibilities, and they shall receive an additional stipend as set forth below. Professional Assistants will be paid for the additional hours worked on this day at their contracted hourly rate.

Educational Program Specialist:

Given the unique needs of the children to be served, professional assistants shall be assigned to this responsibility (e.g., ABA or Braille responsibilities) at the discretion of the Board based on training, educational background, past experience, skills, temperament and other qualities. Such assignments shall be voluntary. Professional assistants assigned to this responsibility shall fulfill responsibilities as specified in students' IEPs and otherwise as assigned by the Board. The professional assistant shall be paid for any required training (e.g., ABA training, Braille training or other specialized training). The term of such assignment shall be based on the needs of the student(s) involved. Professional assistants so assigned shall be paid a pro-rated stipend for time spent in the assignment at the annual rate of \$3,350 starting July 1, 2019, and at the annual rate of \$3,400 starting July 1, 2020; \$3,450 starting July 1, 2021 and \$3,500 starting July 1, 2022. In the event an Educational Program Specialist is assigned more than one student in a given year, they shall receive an additional stipend of \$750 per additional student so assigned. Pro-rated stipends are paid on a monthly basis.

14. DEDUCTION OF UNION DUES AND SERVICE FEES

- A. The Board shall deduct by means of payroll deductions from each Union member, who signs an authorization, an amount equal to the Union membership dues. The amount of the deduction from each paycheck shall be equal to the total Union membership dues divided by a number of payments to be established by the Union, and such deduction shall be made from the second paycheck each month. The amount of Union membership dues for the upcoming year shall be certified by the Union to the Board prior to August 1st.
- B. The Board agrees to forward to the Union each month a check for the amount of money deducted during that month, together with documentation listing the employees for whom dues have been deducted.
- C. The Union shall hold the Board harmless against any and all claims that may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

15. REDUCTION IN FORCE AND RECALL

- A. Reduction in Force, by definition for purposes of this Section, is a decrease in the number of members of the staff (Professional Assistants and Security Personnel represented by the Union and employed by the Board) other than by retirements, resignations, leaves of absence, nonrenewals, dismissals not based on elimination of position or dismissals based on elimination of position, but which are necessitated by factors beyond the control of the Board, such as shifts in student population, which occur within thirty (30) days before the opening of school or during the school year.
- B. If the Board deems it necessary to make a reduction in force the following criteria should be used:
 - 1) Selection of staff to be retained shall be made on the basis of the following factors: qualifications, experience and training to fill open positions, general competence and skills considered vital to the needs of the system. Where such considerations are equal, seniority shall be used to break ties.
 - 2) In the event the position of Senior Security Guard is eliminated, the incumbent would have the right to bump the least senior security officer.
 - 3) Seniority shall be determined by continuous length of service in the system, including authorized paid or unpaid leave, to be established by the date the initial contract of employment was signed by the staff member. Seniority shall not be broken by termination for reduction

in force and shall accrue while on the recall list if the staff member is re-employed within eighteen (18) months from termination.

- 4) The Superintendent shall compile the seniority list of the complete staff in accordance with Sub-Section B-2 of this Section on an annual basis and shall furnish the Union with copies of the list by February 1st of each year. If the Union or any staff member shall disagree with any placement on the seniority list, the Union or staff member shall file a written request for correction no later than the following March 1st.

C. Recall:

- 1) Any member of the staff who has been dismissed because of a reduction in force shall be placed on a recall list for re-employment. The Board shall fill open positions for Professional Assistants and Security Personnel represented by the Union in the system through qualified persons selected in accordance with the factors in Sub-Section B-1 of this Section on the recall list in accordance with the procedures of this Sub-Section C before employing other persons.
- 2) A person shall remain on the recall list for a period of eighteen (18) months.
- 3) If a position opens for which a person or persons on the recall list is or are qualified, as much prior to the anticipated date of re-employment as possible, the person or persons shall be notified in writing by certified mail sent to the last known address as supplied to the Board by the person or persons. Anyone thus notified shall indicate in writing, within ten (10) calendar days after mailing of such notification(s), her interest in being considered for the position. If a person indicates no interest in being considered for that position, the person's name will remain on the recall list. A person who fails to respond affirmatively or negatively to two (2) successive notifications shall have her name removed from the recall list.
- 4) If a person notifies the Human Resources Office that she is no longer interested in being considered for re-employment in the Greenwich School System, her name will be removed from the recall list.
- 5) All sick leave, retirement, fringe benefits, and other service credits previously accrued shall be reinstated upon the return of the staff member as they existed prior to the involuntary leaving of the staff member.

- D. Those recalled to part-time positions will have such service considered as a factor in breaking ties among equally qualified candidates in filling full-time positions for the following year.
- E. Actions taken or not taken under this Section shall be subject to the grievance procedure, but not subject to arbitration under that procedure and the decision of the Board of any grievance shall be final.

16. LEAVES OF ABSENCE WITH PAY

- A. Jury Leave: Jury duty, provided that an employee who receives notice of jury duty shall notify the Director of Personnel. The employee shall be paid his/her salary less any amount paid by the Court for jury duty, with deduction to be made subsequent to receipt of such amount.
- B. Sick Leave:
 - 1) Full time and regular part-time employees (20 hours or more per week) shall be credited with thirteen (13) paid days of sick leave annually. Per diem will be deducted for days absent above the number allowed.
 - 2) Each school year after January 1, the Board will review all employee attendance records. Those employees whose attendance records show five (5) or more absences will be reviewed individually to see if the circumstances of the absences (number of incidents, patterns, etc.) warrant a meeting with the employee, which meeting (and additional meetings during the remainder of the school year) may be held as the Board deems appropriate.
 - 3) The Board reserves the right to request that verification of illness be provided by a physician or hospital.
 - 4) Unused sick leave shall be cumulative to ninety (90) days.
 - 5) Absences for sickness shall be reported to the substitute system.
 - 6) Up to three (3) days of an employee's accumulated sick leave may be taken for illness in the employee's immediate family as defined in - B.2).
 - 7) Prior to returning to work after any absence of five (5) working days or more, the Board may require that an employee supply a statement from a medical provider confirming the employee's ability to return to work.

- 8) Whenever possible, if an employee, at the start of or during the course of her sick days, is aware that an illness will require an absence for five (5) or more working days, she will inform the Administration and provide the best estimate of her medical provider or herself as to when she will return. Except as may be excused by the employee's supervisor in writing, this information will be updated as appropriate during absences of five (5) working days or more and in any event, for longer absences at least every fifth working day.
- 9) Up to five (5) days of an employee's accumulated sick leave may be contributed by the employee annually to a sick leave bank against which an employee who is sick but has exhausted her own sick leave may draw, provided that the drawing employee may not receive sick pay beyond the end of the then current school year.

C. Bereavement Leave:

- 1) Each full-time and part-time employee shall be entitled to request and receive up to five (5) days bereavement leave in each year. Under unusual circumstances up to an additional five (5) days bereavement leave may be granted.
- 2) Bereavement leave shall be granted upon request for the death of a member of the employee's immediate family (for purposes of this article, immediate family is defined as spouse, parent, mother/father-in-law, grandparent, child, sibling, brother/sister-in-law, step-child, grandchild, legal guardian, or legal ward, or any other relative living in the household of the employee).
- 3) Bereavement leave may be granted upon request for the death of any other relative, or, where unusual circumstances dictate the need for leave, for the death of another person. Bereavement leave under this Subsection E(3) shall only be granted for the number of days necessary for travel to and from and attendance at the funeral services.
- 4) Bereavement leave shall be granted without loss of pay and shall not be cumulative.

D. Personal Leave:

- 1) Employees are allowed Personal Leave according to length of service.

- 2) Requests for Personal Leave shall be made in Aesop, the absence management system. Requests for Personal Leave should be entered into the system five (5) days in advance of the requested leave date, except in an emergency.
- 3) Except in an emergency, leave shall not be granted immediately before or after a vacation period or long weekend. Leave shall not be granted to extend a vacation period. Leave shall not be granted when in the opinion of the Superintendent or his/her designee the operation of the school will be adversely affected. A request for leave shall state the specific reason for the request. In all cases personal leave shall be available only for the reasons stated in subparagraph 4 below.
- 4) Acceptable conditions for request for Personal Leave:
 - a. College graduation of member of immediate family.
 - b. Wedding of member of immediate family.
 - c. Accompanying member of immediate family to hospital.
 - d. Illness or accident to member of immediate family.
 - e. Hardship cases or home exigencies similar to items (c) and (d) above.
 - f. Other business or personal obligations which cannot be resolved outside working hours.
 - g. Bereavement leave for the death of a member of the immediate family, or where unusual circumstances dictate the need, for the death of another person. At the discretion of the School Principal, where unusual circumstances dictate, an employee shall be entitled to one (1) working day in the event of the death of any other person not described in Paragraph E. Bereavement Leave.
- 5) Religious Leave: The employee may utilize any available unused personal leave for absence required by an individual's religion.
- 6) Witness Leave: The employee may utilize any available unused personal leave for absence for a court appearance when subpoenaed as a witness in any case.
- 5) Employees may request days of personal leave annually as follows:
0-4 years: up to 2 days (1 without reason and 1 with reason)
5-11 years: up to 3 days (1 without reason and 2 with reason)
11+ years: up to 4 days (1 without reason and 3 with reason)

NOTE: For employees hired July 1, 2019 and after requests for

personal leave will require a reason for all requests – there will be no “without reason” days. Additionally, employees hired July 1, 2019 and after will have 2 days of personal leave upon hire, accrued to 3 days of personal leave after ten (10) years of continual service.

17. SECURITY PERSONNEL

- A. In addition to professional assistants, there has been and shall be a second classification of employees, namely security personnel, which includes a position of Senior Security Guard.
- B. Security personnel shall have such specific duties relating to security within the schools and the school grounds as the Board shall determine as shall be set forth in the job description.
- C. Security personnel shall be trained at the cost of the Board and shall receive wages during training, shall wear identifying clothing, including name tags and badges, as required and provided by the Board at its cost.
- D. Security personnel may be assigned regular consecutive hours of work pursuant to Section 7 of this Agreement within a work day of 6 a.m. to 10 p.m. The Board may change the hours for a shift, provided that such changed hours shall be maintained for at least one week and that any such changes shall be announced at least thirty days in advance. Selection of available schedules shall be on the basis of seniority. If a new shift is created, volunteers shall be sought first, and assignments thereafter shall be made in reverse order of seniority.

18. DISCIPLINE AND DISCHARGE

- A. An employee may be disciplined or discharged only for just cause. Claims that this Section has been violated shall be determined through the use of the Grievance Procedure.
- B. All notices of discipline or discharge shall be written with a copy to the employee and the Union. The passage of time with no further problems after such discipline will be a factor in considering appropriate progressive discipline in the future.
- C. No material reflecting negatively upon the employee shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material and has affixed his/her signature on the material to be filed indicating the employee's awareness of the material. If the employee disagrees with any material, the employee may submit a written notation regarding such material, which shall be attached to the file copy of the

material in question. A failure by the employee to submit such written notation shall not indicate agreement with such material.

19. UNION BUSINESS

- A. At the beginning of each school year, the Union shall be credited with three (3) days leave without loss of pay to be used by professional assistants and security personnel who are representatives of the Union. The Union shall give the Board at least five (5) days' notice of its intention to take such leave and the Administration may refuse to grant such leave if the operation of the school shall be adversely affected by the granting of the leave at such time. In addition, the Union may request up to three additional days for professional assistants and security personnel who are representatives of the Union to attend conferences.
- B. When a meeting in which the employee may be subject to discipline is scheduled in the building where the employee works and the employee desires to have a building steward attend, arrangements shall be made for the building steward to attend without loss of pay.
- C. The members of the Union Negotiating Committee, but no more than six (6) persons, shall be granted time off from duty with full pay for all meetings with the Board for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Board business in which case the meeting(s) shall be promptly rescheduled.
- D. A Labor/Management committee consisting of management staff (appointed by the Superintendent of Schools or his/her designee) as well as members represented by the collective bargaining agreement (appointed by the Business Manager) shall be established to maintain communications and address issues of mutual concern; e.g. health and safety, staff training and development, revisions to staff handbooks/job descriptions, job responsibilities, etc. Said committee shall meet at least once per quarter at a location and time to be determined. An agenda will be collaboratively established at least five (5) business days prior to the scheduled meeting.

20. MISCELLANEOUS

- A. The Board shall comply with the provisions of the federal Family Medical Leave Act that are applicable to the Board pursuant to such federal statute. An alleged violation of the FMLA or this provision shall not be subject to the terms of Article 10(E)(4) of the collective bargaining agreement.

- B. If any section, sentence, clause, or phrase of this Agreement shall be declared for any reason to be invalid, the remaining portions of the Agreement shall not be affected thereby.
- C. Professional assistants and/or security personnel who are assigned to attend job-related training sessions, including those required for certifications, shall be reimbursed their reasonable expenses for tuition and related travel as approved by their supervisor in writing in advance.
- D. The Town may, without further negotiation, implement a managed medical care plan network for employees' work-related medical treatments. In the event the Town changes its workers' compensation administrator/carrier, any new medical care plan network shall be comparable to the prior medical care plan network.
- E. Any employee, directed by his/her supervisor to use his/her private vehicle on Town business, who is involved in a motor vehicle accident causing damage to such vehicle while conducting Town business, may be eligible for reimbursement up to a maximum of the employee's collision deductible but not more than one thousand dollars (\$1,000) for repairs to the employee's private vehicle not otherwise covered by the employee's automobile insurance. To be eligible for reimbursement the employee's supervisor or department head must have had reasonable knowledge that the employee was using his/her private vehicle to perform Town business and the employee must have been engaged in such Town business when the accident occurred. The employee shall be required to submit the receipt indicating the cost of the repairs, a description of the repairs that were completed along with a copy of the insurance policy indicating the amount of the employee's insurance coverage.

Notwithstanding the above, an employee shall not be eligible for reimbursement if the employee was cited and fined for a traffic infraction or violation, found at fault, or the employee did not otherwise meet the conditions set forth above for reimbursement.

- F. An employee, prior to employment at the Board of Education, shall be required to submit to and be found qualified for employment pursuant to Connecticut General Statutes 10-221d and any and all other statutory hiring requirements.

21. NOTICE OF ARREST

If any employee is arrested for a crime against a person, sexual assault, child abuse or family violence he/she shall notify the Chief Human Resources Officer, or designee, not later than one (1) business day following the arrest. This information shall be kept confidential. There is

no requirement or expectation for the employee to notify their union leadership of the arrest. However, if the union leadership becomes aware of the arrest they shall notify the Chief Human Resources Officer or designee.

22. DURATION

- A. This Agreement shall be effective upon signing.
- B. This Agreement shall remain in full force and effect to and including June 30, 2023. All matters subject to collective bargaining between the parties have been covered, and this Agreement may not be reopened with respect to any subject matter unless expressly provided in this Agreement.

APPENDIX I ANNUAL WAGES

Effective upon ratification, all hourly rates on the base wage schedules in effect for 2019-2020 shall be increased by two percent (2.00%)

2019-2020

	1	2	3	4		
	(1)	(2-4)	(5-9)	(10+)		
Assistants	(See new	Scale	Attached)			
Security	32,630	33,534	36,676	39,821		

Effective July 1, 2020, all hourly rates on the base wage schedules in effect on June 30, 2020 shall be increased by two percent (2.00%)

2020-2021

	1	2	3	4		
	(1)	(2-4)	(5-9)	(10+)		
Security	33,282	34,204	37,410	40,617		

Effective July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by two percent (2.00%)

2021-2022

	1	2	3	4		
	(1)	(2-4)	(5-9)	(10+)		
Security	33,948	34,888	38,158	41,430		

Effective July 1, 2022, all hourly rates on the base wage schedules in effect on June 30, 2022 shall be increased by two percent (2.00%)

2022-2023

	1	2	3	4		
	(1)	(2-4)	(5-9)	(10+)		
Security	34,627	35,586	38,921	42,258		

APPENDIX I (continued)
ANNUAL WAGES

Unit members entitled to step movement shall move one step in each year.

Wages for Professional Assistants are based on standard work day of seven (7) hours with an unpaid thirty (30) minute lunch period in addition and a standard work year of 184 days (1,288 hours per year).

Wages for Security Personnel are based on a standard work day of eight (8) hours with an unpaid thirty (30) minute lunch period and a standard work year of 184 days (1,472 hours per year).

Wages for other than a standard work day and year are prorated.

Each employee shall be paid on the basis of the number of continuous years of service in the Greenwich School System. Approved absences of 6 months or less shall not constitute a break in continuous services, but absences of more than 6 months (whether approved or not) shall constitute a break in service with the result that if the employee returns to work in the Greenwich School System, the employee shall start at the first step of the appropriate scale.

*CHR	Contracted Hourly Rate (to be calculated)
**ADP	Adjusted hourly rate shown on earnings statement (to be calculated)
***Salary	Annualized salary for informational purposes only

The person appointed to the position of Senior Security Guard will receive a promotional increase equal to 10% of the top step of the current wage scale for a security guard.

No incumbent hired prior to July 1, 2019 will be harmed by a loss of pay as a result of the new salary scale. Anyone whose pay is reduced due to the implementation of the new salary steps will receive additional pay equivalent to the differential divided equally over the pay periods for that fiscal year.

There will be no retroactive pay for anyone with an employment termination date prior to contract implementation.

The GWI will be effective the first pay period of implementation of the new salary schedule.

APPENDIX I (continued)
ANNUAL WAGES

Professional Assistants
2019-20 (2.00% GWI)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>(1-2)</u>	<u>(3-4)</u>	<u>(5-6)</u>	<u>(7-8)</u>	<u>(9-10)</u>	<u>(11-13)</u>	<u>(14-16)</u>	<u>17+)</u>
<u>Assistant</u> <u>s</u>	<u>25,969</u>	<u>27,169</u>	<u>28,367</u>	<u>30,009</u>	<u>31,651</u>	<u>32,318</u>	<u>32,983</u>	<u>33,648</u>

2020-21 (2.00% GWI)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>(1-2)</u>	<u>(3-4)</u>	<u>(5-6)</u>	<u>(7-8)</u>	<u>(9-10)</u>	<u>(11-13)</u>	<u>(14-15)</u>	<u>16+)</u>
<u>Assistant</u> <u>s</u>	<u>26,488</u>	<u>27,712</u>	<u>28,935</u>	<u>30,610</u>	<u>32,284</u>	<u>32,964</u>	<u>33,643</u>	<u>34,321</u>


2021-22 (2.00% GWI)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>(1-2)</u>	<u>(3-4)</u>	<u>(5-6)</u>	<u>(7-8)</u>	<u>(9-10)</u>	<u>(11-13)</u>	<u>(14-15)</u>	<u>16+)</u>
<u>Assistant</u> <u>s</u>	<u>27,018</u>	<u>28,266</u>	<u>29,513</u>	<u>31,222</u>	<u>32,929</u>	<u>33,623</u>	<u>34,316</u>	<u>35,007</u>

2022-23 (2.00% GWI)


	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	<u>(1-2)</u>	<u>(3-4)</u>	<u>(5-6)</u>	<u>(7-8)</u>	<u>(9-10)</u>	<u>(11-12)</u>	<u>(13-14)</u>	<u>15+)</u>
<u>Assistant</u> <u>s</u>	<u>27,558</u>	<u>28,832</u>	<u>30,104</u>	<u>31,846</u>	<u>33,588</u>	<u>34,296</u>	<u>35,002</u>	<u>35,707</u>

GREENWICH BOARD OF EDUCATION


By: 
Peter Bernstein, Board Chair

Dated: 11/7/19

CONNECTICUT LABORERS' DISTRICT COUNCIL
on behalf of PUBLIC SERVICE EMPLOYEES LOCAL, 136,
OF LABORERS INTERNATIONAL UNION OF NORTH
AMERICA AFL-CIO

By: 
Keith R. Brothers
Business Manager, Connecticut
Laborer's District Council

Dated: 11/7/19

By: 
William McGormick
Business Manager
LIUNA Local 136

Dated: 11/7/19